

LEASE SUPPLEMENT NO. 12

DEC 31 1979 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

THIS LEASE SUPPLEMENT is dated December 27, 1979 by and between FIRST MARYLAND LEASECORP, as lessor (herein called "Lessor"), and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, as lessee (herein called "Lessee"):

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have heretofore entered into a certain Equipment Lease Agreement dated as of February 22, 1979 (herein called the "Lease", the terms defined in the Lease being used herein with the same meanings), which Lease provides for the execution and delivery of one or more Lease Supplements substantially in the form hereof, for the purposes of identifying the specific Units of Equipment subject to the Lease and of leasing the same under and in accordance with the terms of the Lease as and when such Units are delivered by Lessor to Lessee in accordance with the terms hereof.

WHEREAS, the Lease relates to the specific Units of Equipment described herein.

NOW, THEREFORE, in consideration of the premises and intending to be legally bound hereby, Lessor hereby delivers the Units of Equipment described in Schedule 1 attached hereto, and Lessee hereby accepts said Units of Equipment from Lessor under the Lease, under the following terms and conditions:

1. Term: Commencing upon Delivery and Acceptance of the Units of Equipment on December 31, 1979 and expiring September 30, 1987.
2. First Basic Rent Payment Date: December 30, 1979
3. Rent payable on December 30, March 30, June 30 and September 30, all payable in arrears.
4. Interim Rent: .02639% of Lessor's Cost multiplied by the number of days from and including the Settlement Date to and including, and due and payable on, the First Basic Rent Payment Date.
5. Settlement Date: December 31, 1979
6. Amount of Basic Rent payable on each Basic Rent Payment Date - 3.8251% of Lessor's Cost (the "Basic Lease Rate Factor"), plus applicable sales or use taxes, except as provided in paragraph 4.
7. Lessor or Lessee Options: Section 6(b) and 6(c) of Lease.
8. Stipulated Loss Value: As set forth in attached Schedule 2.

STATE OF MARYLAND)
) SS.
COUNTY OF)

BEFORE ME, the Subscriber, a Notary Public in and for said County and State, personally appeared Michael T. Pykes, Vice President of First Maryland Lease Corp, the corporation which executed the foregoing instrument, who acknowledged he did sign said instrument as such officer on behalf of said corporation, and by authority of its Board of Directors, and that the execution of said instrument is his free and voluntary act and deed individually and as such officer, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 31st day of December, 1979.

Subrahmanya M. M. M.
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

BEFORE ME, the Subscriber, a Notary Public in and for said County and State, personally appeared J. M. Butler, Senior Vice President-Finance of Chicago and North Western Transportation Company, the corporation which executed the foregoing instrument, who acknowledged he did sign said instrument as such officer on behalf of said corporation, and by authority of its Board of Directors, and that the execution of said instrument is his free and voluntary act and deed individually and as such officer, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this 27th day of December, 1979.

F. J. B. B.
Notary Public

My Commission Expires May 21, 1982

LEASE OF RIGHT-OF-WAY MAINTENANCE EQUIPMENT

Schedule 2

Stipulated Loss Value Schedule

Table I (8 Year Term)

<u>Rental Payment Date</u>	<u>Percentage</u>
September 30, 1979	104.3877906
December 30, 1979	108.4132159
March 30, 1980	108.7828893
June 30, 1980	107.8987583
September 30, 1980	106.6885400
December 30, 1980	105.3067556
March 30, 1981	103.8542093
June 30, 1981	102.4061485
September 30, 1981	100.9980854
December 30, 1981	99.4963514
March 30, 1982	97.8609048
June 30, 1982	96.2014988
September 30, 1982	87.3258137
December 30, 1982	85.4356107
March 30, 1983	83.4199661
June 30, 1983	81.4391117
September 30, 1983	79.3835567
December 30, 1983	77.2401072
March 30, 1984	74.8345058
June 30, 1984	72.5298616
September 30, 1984	63.0067502
December 30, 1984	60.4711340
March 30, 1985	57.6796455
June 30, 1985	55.0553471
September 30, 1985	52.3604836
December 30, 1985	49.5798479
March 30, 1986	46.4067830
June 30, 1986	43.4672064
September 30, 1986	33.3134292
December 30, 1986	30.1493791
March 30, 1987	26.6177999
June 30, 1987	23.3662491
September 30, 1987 (and for : any applicable period, including any storage, thereafter)	20.0000000

SCHEDULE-1
TO LEASE SUPPLEMENT NO. 12

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BUILDER/VENDOR</u>	<u>I.D. NO.</u>	<u>DELIVERY/ ACCEPTANCE DATE</u>	<u>NEW/ USED</u>	<u>COST PER UNIT</u>	<u>TOTAL COST</u>
1	Trailer	Howell Tractor & Equipment Co.	19-1459	12/31/79	New	\$ 36,155.00	\$ 36,155.00
1	Tamper	Jackson Vibrators, Inc.	17-3223	12/31/79	New	74,825.80 Freight	74,825.80 <u>619.20</u>
							\$ 75,445.00
1	Bolt Machine	Modern Track Machinery	17-3229	12/31/79	New	4,854.00 Freight	4,854.00 <u>70.00</u> <u>4,924.00</u>
2	Snow Blowers	Donald J. Hogan & Co.	17-3272 17-3273	12/31/79	New	52,134.00 Freight	104,268.00 <u>1,214.40</u>
							\$ 105,482.40
					TOTAL		\$ 222,006.40